

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Classic Media, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 5, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: JP Morgan Chase Bank

Internal _____

Address: _____

Street Address: 270 Park Avenue

City: New York

State: New York

Country: _____ Zip: 10017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/513896

B. Trademark Registration No.(s)

2253736

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristal Badgett E.Share

Internal Address: Morgan Lewis

& Bockius LLP

Street Address: 101 Park Avenue

City: New York

State: NY Zip: 10178

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

1000.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 13-4520

Authorized User Name _____

9. Signature:

Ellen M. Baker

Signature

Ellen M. Baker

Name of Person Signing

April 13, 2005

Date

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700188213

TRADEMARK
 REEL: 003134 FRAME: 0001

CH \$1040.00 134620 78613896

Additional Conveying Parties

Harvey Entertainment, Inc.
UPA Industries
Gold Key Home Video, Inc.
Harvey Assets Company LLC
UPA Productions of America
Upario Music
UPA Music Company
Classic Media Music, Inc.
Little Lotta Music, Inc.
Classic Media Productions, Inc.
Big Idea, Inc.
BigIdea.Com.Inc
Classic Media Pictures, Inc.
PTB Productions, Inc.
Classic Media Holdings, Inc.

SCHEDULE

Pending Applications

- 1. 78/513896
- 2. 78/513900
- 3. 78/509053
- 4. 78/492869
- 5. 78/492882
- 6. 78/492894
- 7. 78/492902
- 8. 78/492919
- 9. 78/411484
- 10. 78/411489
- 11. 78/411342
- 12. 78/411350
- 13. 78/411355
- 14. 78/411367
- 15. 78/411375
- 16. 76/374723

Registrations

- 17 2253736
- 18 2806927
- 19 2702801
- 20 2772013
- 22 2656266

22	2495242
23	2529182
24	2497418
25	2487126
26	2703175
27	2701371
28.	2525653
29.	2742512
30.	2756913
31.	2839744
32.	2710060
33.	2582601
34.	2299662
35.	2167848
36.	1869418
37.	2467415
38.	2297844
39.	2527217
40.	2342506
41.	2386915

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Classic Media, Inc., a Delaware corporation (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of August 26, 2002, as amended and restated as of April 6, 2005 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank), a national banking association, as agent for the Lenders (in such capacity, the "Administrative Agent"), and as Issuing Bank (in such capacity, the "Issuing Bank") the Lenders have agreed to make loans to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (other than those which validly prohibit the creation of such security interest), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations in accordance with the terms of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith pursuant to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any trademark application filed in the United States Patent and Trademark Office on the basis of any of the Pledgors' "intent to use" such trademark to the extent that, and only for so long as, such grant of a security interest constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Pledgor in such trademark.

The Pledgors agree to deliver updated copies of Schedule A in accordance with the terms of the Credit Agreement, to the Administrative Agent at the end of any quarter in which the Pledgors register or apply for or acquire any Trademark not listed on Schedule A hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon sixty (60) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then

without notice), in the event that Pledgors have not taken steps or instituted suits or proceedings as Pledgors reasonably deem advisable or appropriate to prevent such acts or conduct or protect their rights, the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment by it of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.


This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of April __, 2005.


CLASSIC MEDIA, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President


HARVEY ENTERTAINMENT, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President


UPA INDUSTRIES

By: 
Name: George Stephanopoulos
Title: Executive Vice President


GOLD KEY HOME VIDEO, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President


HARVEY ASSETS COMPANY LLC

By: 
Name: George Stephanopoulos
Title: Executive Vice President

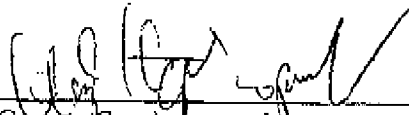
UPA PRODUCTIONS OF AMERICA

By: 
Name: George Stephanopoulos
Title: Executive Vice President


UPARIO MUSIC

By: 
Name: George Stephanopoulos
Title: Executive Vice President

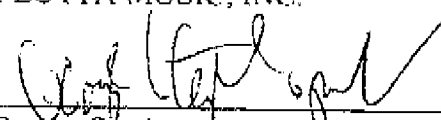
UPA MUSIC COMPANY

By: 
Name: George Stephanopoulos
Title: Executive Vice President

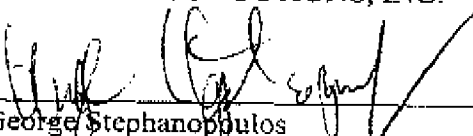
CLASSIC MEDIA MUSIC, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

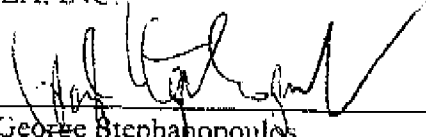
LITTLE LOTTA MUSIC, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

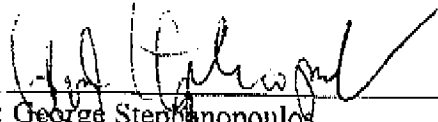
CLASSIC MEDIA PRODUCTIONS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

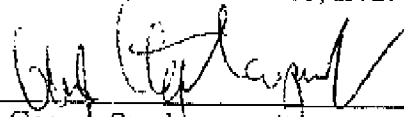
BIG IDEA, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

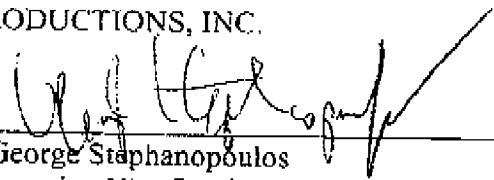
BIGIDEA.COM, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

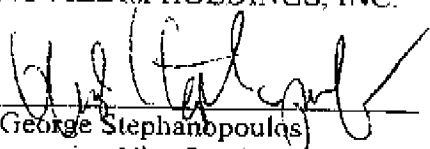
CLASSIC MEDIA PICTURES, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

PTB PRODUCTIONS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

CLASSIC MEDIA HOLDINGS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
(formerly known as JPMorgan Chase Bank)
as Administrative Agent

By _____

Name:

Title:

: 55 :

On this the 5 day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

- 55 -

On this the 2 day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[X] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Harvey Entertainment, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

1-NY/1893917 1

TRADEMARK
REEL: 003134 FRAME: 0012

STATE OF NEW YORK)

: ss.:


COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as UPA Industries (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Gold Key Home Video, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

I-NY/1893917.1

TRADEMARK
REEL: 003134 FRAME: 0014

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as UPARIO Music (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)


SONJA KEITH
Notary Public, State of New York
No. 0106486052
Qualified in New York County
Commission Expires May 30, 2007

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as UPA Music Company (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 0106486052
Qualified in New York County
Commission Expires May 30, 2007


STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Music, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)


SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Little Lotta Music, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this the 22 day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

☒ personally known to me,

☒ proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Productions, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01460636052
Qualified in New York County
Commission Expires May 26, 2007


STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this the 22 day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

☒ personally known to me,

☒ proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Big Idea, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01460636052
Qualified in New York County
Commission Expires May 26, 2007


STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as BigIdea.com, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Members.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 018939137
County of New York
Commission Expires May 26, 2007

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Pictures, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 018939137
County of New York
Commission Expires May 26, 2007

1-NY/1893913.1


STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as PTB Productions, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

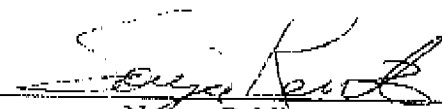
SONJA KEITH
Notary Public, State of New York
ID: 00000000000000000000
Commission Expires: May 28, 2007

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Holdings, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

1-NY/18939171

SONJA KEITH
Notary Public, State of New York
ID: 00000000000000000000
Commission Expires: May 28, 2007

GERALD MCBOING BOING

UNITED STATES	T00275US01	11/9/2004	78/513,896	PENDING
UNITED STATES	T00275US04	11/9/2004	78/513,900	PENDING

PETER COTTONTAIL

UNITED STATES	T00277US00	11/1/2004	78/509,053	PENDING
UNITED STATES	T00277US01	10/1/2004	78/492,869	PENDING
UNITED STATES	T00277US02	10/1/2004	78/492,882	PENDING
UNITED STATES	T00277US03	10/1/2004	78/492,894	PENDING
UNITED STATES	T00277US04	10/1/2004	78/492,902	PENDING
UNITED STATES	T00277US05	10/1/2004	78/492,919	PENDING

SANTA CLAUS IS COMIN TO TOWN (stylized)

UNITED STATES	T00272US00	4/30/2004	78/411,484	PENDING
UNITED STATES	T00272US02	4/30/2004	78/411,489	PENDING
UNITED STATES	T00272US03	4/30/2004	78/411,342	PENDING
UNITED STATES	T00272US04	4/30/2004	78/411,350	PENDING
UNITED STATES	T00272US05	4/30/2004	78/411,355	PENDING
UNITED STATES	T00272US06	4/30/2004	78/411,367	PENDING
UNITED STATES	T00272US07	4/30/2004	78/411,375	PENDING

THE CHARLIE HORSE MUSIC PIZZA

UNITED STATES	T00016US4	6/26/1998	75/509,572	6/15/1999	2,253,736	REGISTERED
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HOT STUFF

UNITED STATES	T00141US00	11/7/2000	76/161,499	1/20/2004	2,806,927	REGISTERED
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Hot Stuff (Design #3)

UNITED STATES	T00233US00	11/25/1998	75/595,876	4/1/2003	2,702,801	REGISTERED
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BIG IDEAOwner Trademark Report by Mark
COUNTRYREFERENCE#

	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3-2-1 PENGUINS!						
• UNITED STATES	T00239US01	12/17/1999	75/983,297	10/7/2003	2,772,013	REGISTERED
3-2-1 PENGUINS! (& Design)						
• UNITED STATES	T00240US00	11/7/2001	76/335,883	12/3/2002	2,656,266	REGISTERED
BIG IDEA						
AUSTRALIA	T00242AU00	2/17/1999	785680	11/7/2001	785680	REGISTERED 01
CANADA	T00242CA00	3/9/1999	1008045	5/18/2004	610635	REGISTERED
EUROPEAN UNION 28	T00242EU00	2/15/1999	1076082	2/15/1999	1076082	REGISTERED
MEXICO	T00242MX00	7/30/1999	385298	7/30/1999	762792	REGISTERED
MEXICO	T00242MX01	7/30/1999	385286	3/28/2003	785555	REGISTERED
MEXICO	T00242MX02	7/30/1999	385296	7/30/1999	762791	REGISTERED
NEW ZEALAND	T00242NZ00	2/15/1999	305118	3/31/2003	305118	REGISTERED
NEW ZEALAND	T00242NZ01	2/15/1999	305119	2/15/1999	305119	REGISTERED
NEW ZEALAND	T00242NZ02	2/15/1999	305120	3/31/2003	305120	REGISTERED
NEW ZEALAND	T00242NZ03	2/15/1999	305121	3/31/2003	305121	REGISTERED
• UNITED STATES	T00242US00	3/6/1998	75/445,887	10/9/2001	2,495,242	REGISTERED
• UNITED STATES	T00242US01	3/6/1998	75/979,413	1/15/2002	2,529,182	REGISTERED
BIG IDEA (& Design)						
• UNITED STATES	T00243US00	3/6/1998	75/445,886	10/16/2001	2,497,418	REGISTERED
• UNITED STATES	T00243US01	3/6/1998	75/979,439	9/11/2001	2,487,126	REGISTERED
BIG IDEA BOOKS (& Design)						
• UNITED STATES	T00244US00	11/6/2001	76/334,470	4/1/2003	2,703,175	REGISTERED
BIG IDEA INTERACTIVE						
• UNITED STATES	T00245US01	1/25/2001	76/975,146	3/25/2003	2,701,371	REGISTERED

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FILED	APPL#	REGDT	REG#	STATUS	CLASSES
41					
BIG IDEA'S JONAH A VEGGIETALES MOVIE (& Design)					
UNITED STATES	T00247US00	2/25/2002	76/374,723		PENDING 01
BIG IDEA'S VEGGIETALES					
AUSTRALIA 28	T00248AU00	10/17/1999	809542	10/30/2001 809542	REGISTERED
CANADA	T00248CA00	10/7/1999	1031513	4/30/2018 580220	REGISTERED
CHINA	T00248CN00	10/8/1999	9900119042	4/20/2001 1558353	REGISTERED
CHINA	T00248CN01	10/8/1999	9900119043	6/28/2001 1592660	REGISTERED
CHINA	T00248CN02	10/8/1999	9900119044	1/7/2001 1501463	REGISTERED
CHINA	T00248CN03	10/8/1999	9900119045	3/20/2001 1541135	REGISTERED
CHINA	T00248CN04	10/11/1999	9900120053	6/21/2001 1590337	REGISTERED
CHINA	T00248CN05	10/11/1999	9900120054	5/14/2001 1568573	REGISTERED
CHINA	T00248CN06	10/11/1999	9900120055	3/13/2001 1537410	REGISTERED
CHINA	T00248CN07	10/11/1999	9900120056	3/20/2001 1541137	REGISTERED
EUROPEAN UNION 28	T00248EU00	10/8/1999	1338482	4/6/2001 1338482	REGISTERED
HONG KONG	T00248HK00	10/8/1999	99/14189	11/22/2001 813289/2001	REGISTERED
HONG KONG	T00248HK01	10/8/1999	99/14190	4/8/1999 812289/2001	REGISTERED
HONG KONG	T00248HK02	10/8/1999	99/14191	6/11/2001 6825/2001	REGISTERED
HONG KONG	T00248HK03	10/8/1999	99/14192	6/12/2001 6931/2001	REGISTERED
HONG KONG	T00248HK05	10/14/1999	14610/1999	5/29/2003 807080/2003	REGISTERED
HONG KONG	T00248HK06	10/14/1999	99/14611	11/21/2002 15001/2002	REGISTERED
HONG KONG	T00248HK07	10/14/1999	14612/1999	5/29/2003 07081/2003	REGISTERED
JAPAN 28	T00248JP00	10/8/1999	90998/1999	12/27/2002 4533106	REGISTERED
MEXICO	T00248MX00	10/8/1999	394364	1/30/2001 683932	REGISTERED
MEXICO	T00248MX01	10/8/1999	394366	10/8/1999 721132	REGISTERED
MEXICO	T00248MX02	10/8/1999	394365	1/30/2001 683933	REGISTERED
NEW ZEALAND	T00248NZ00	10/7/1999	600445	4/13/2000 600445	REGISTERED
NEW ZEALAND	T00248NZ01	10/7/1999	600449	4/13/2000 600449	REGISTERED
NEW ZEALAND	T00248NZ02	10/7/1999	600446	4/13/2000 600446	REGISTERED
NEW ZEALAND	T00248NZ03	10/7/1999	600450	6/6/2001 600450	REGISTERED
NEW ZEALAND	T00248NZ04	10/7/1999	600447	4/13/2000 600447	REGISTERED

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CLASSES

BIG IDEA'S VEGGIETALES continued

NEW ZEALAND	T00248NZ05	10/7/1999	600451	4/13/2000	600451	REGISTERED
NEW ZEALAND	T00248NZ06	10/7/1999	600448	4/13/2000	600448	REGISTERED
NEW ZEALAND	T00248NZ07	10/7/1999	600452	6/6/2001	600452	REGISTERED
PUERTO RICO	T00248PR00	10/29/1999	47240	10/29/1999	47240	REGISTERED
PUERTO RICO	T00248PR01	10/29/1999	47241	10/29/1999	47241	REGISTERED
PUERTO RICO	T00248PR02	10/29/1999	47242	10/29/1999	47242	REGISTERED
PUERTO RICO	T00248PR03	10/29/1999	47243	10/29/1999	47243	REGISTERED
PUERTO RICO	T00248PR04	10/29/1999	47244	10/29/1999	47244	REGISTERED
PUERTO RICO	T00248PR05	10/29/1999	47245	10/29/1999	47245	REGISTERED
PUERTO RICO	T00248PR06	10/29/1999	47246	10/29/1999	47246	REGISTERED
PUERTO RICO	T00248PR07	10/29/1999	47247	10/29/1999	47247	REGISTERED
SINGAPORE	T00248SG00	10/7/1999	T99/11208J	4/8/1999	T99/11208J	REGISTERED
SINGAPORE	T00248SG01	10/7/1999	T99/11209I	4/8/1999	T99/11209I	REGISTERED
SINGAPORE	T00248SG02	10/7/1999	T99/11210B	4/8/1999	T99/11210B	REGISTERED
SINGAPORE	T00248SG03	10/7/1999	T99/11211J	4/8/1999	T99/11211J	REGISTERED
SINGAPORE	T00248SG04	10/7/1999	T99/11212I	10/7/1999	T99/11212I	REGISTERED
SINGAPORE	T00248SG05	10/7/1999	T99/11213G	10/7/1999	T99/11213G	REGISTERED
SINGAPORE	T00248SG06	10/7/1999	T99/11214E	10/7/1999	T99/11214E	REGISTERED
SINGAPORE	T00248SG07	10/7/1999	T99/11215C	10/7/1999	T99/11215C	REGISTERED
SOUTH KOREA 28	T00248KR00	10/8/1999	9937799	10/6/2000	478303	REGISTERED
SOUTH KOREA 28	T00248KR01	10/8/1999	99-37801	7/30/2001	498585	REGISTERED
TAIWAN	T00248TW00	10/8/1999	88049555	6/16/2001	945754	REGISTERED
TAIWAN	T00248TW01	10/8/1999	88049560	7/1/2001	949023	REGISTERED
TAIWAN	T00248TW02	10/8/1999	88049554	5/16/2002	998991	REGISTERED
TAIWAN	T00248TW03	10/8/1999	88049559	7/16/2002	1007790	REGISTERED
TAIWAN	T00248TW04	10/8/1999	88049558	10/1/2001	963532	REGISTERED
TAIWAN	T00248TW05	10/8/1999	88049556	10/16/2001	967158	REGISTERED
TAIWAN	T00248TW06	10/8/1999	88049553	9/16/2001	961693	REGISTERED
TAIWAN	T00248TW07	10/8/1999	88049557	9/16/2001	971929	REGISTERED
UNITED STATES 18.21.25 28	T00248US00	4/8/1999	75/677,515	1/1/2002	2,525,653	REGISTERED

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Owner Trademark Report by Mark COUNTRY REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BIG IDEA'S VEGGIETALES <i>continued</i> UNITED STATES 18,21,24 25,28	T00248US01	11/10/1999	75/846,177	7/29/2003	2,742,512	REGISTERED
LARRYBOY HONG KONG	T00251HK00	8/6/2001	2001/09051	7/31/2002	09913/2002	REGISTERED
THAILAND	T00251TH00	6/19/2001	456979	9/30/2002	17665	REGISTERED
UNITED STATES	T00251US00	4/26/2001	76/246,816	8/26/2003	2,756,913	REGISTERED
UNITED STATES	T00251US01	2/28/2003	76/493,718	5/11/2004	2,839,744	REGISTERED
LARRY-BOY SINGAPORE	T00251SG00	6/8/2001	T01/08025H	6/8/2001	T01/08025H	REGISTERED
LARRYBOY (& Design) MEXICO	T00252MX00	5/2/2002	545386	8/16/2002	759172	REGISTERED
UNITED STATES	T00252US00	11/6/2001	76/335,611	4/22/2003	2,710,060	REGISTERED
SUNDAY MORNING VALUES, SATURDAY MORNING FUN!						
UNITED STATES	T00253US00	7/15/1998	75/519,330	6/18/2002	2,582,601	REGISTERED
UNITED STATES	T00253US01	7/15/1998	75/519,237	12/14/1999	2,299,682	REGISTERED
VEGGIETALES AUSTRALIA 28	T00254AU00	2/17/1999	785681	10/1/1999	785681	REGISTERED
CANADA	T00254CA00	3/9/1999	1008045	6/11/2002	563262	REGISTERED
EUROPEAN UNION 28	T00254EU00	2/15/1999	1075530	2/15/1999	1075530	REGISTERED
MEXICO	T00254MX00	7/30/1999	385302	7/30/1999	762795	REGISTERED
MEXICO	T00254MX01	7/30/1999	385299	7/30/1999	762793	REGISTERED
MEXICO	T00254MX02	7/30/1999	385301	7/30/1999	762794	REGISTERED
NEW ZEALAND	T00254NZ00	2/15/1999	305114	7/15/1999	305114	REGISTERED
NEW ZEALAND	T00254NZ01	2/15/1999	305115	7/15/1999	305115	REGISTERED
NEW ZEALAND	T00254NZ02	2/15/1999	305116	7/15/1999	305116	REGISTERED
NEW ZEALAND	T00254NZ03	2/15/1999	305117	7/15/1999	305117	REGISTERED
SOUTH KOREA 28	T00254KR00	2/27/1999	99-6000	7/5/2000	473014	REGISTERED
UNITED STATES	T00254US00	12/19/1994	74/612,989	6/23/1998	2,167,848	REGISTERED
UNITED STATES	T00254US01	2/22/1994	74/492,523	12/27/1994	1,869,418	REGISTERED
VEGGIETOWN VALUES UNITED STATES	T00256US00	1/12/2000	75/895,700	7/10/2001	2,467,415	REGISTERED
VEGGIETUNES UNITED STATES	T00257US00	3/6/1998	75/531,815	12/7/1999	2,297,844	REGISTERED

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VEGGIETUNES <i>continued</i> ... UNITED STATES	T00257US01	11/30/2000	76/173,473	1/8/2002	2,527,217	REGISTERED
WHAT'S THE BIG IDEA? UNITED STATES	T00258US00	8/11/1998	75/534,574	4/18/2000	2,342,506	REGISTERED
WHAT'S THE BIG IDEA? (& Design) UNITED STATES	T00259US00	8/11/1998	75/534,573	9/19/2000	2,386,915	REGISTERED

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